

Sidney H. Scheinberg, Esq.  
State Bar No. 17736620  
Godwin Bowman PC  
1201 Elm Street, Suite 1700  
Dallas, TX 75270  
Telephone: (214) 939-4501  
Fax: (214) 527-3116  
Email: SScheinberg@GodwinBowman.com

**Attorney for Movant**

**Truist d/b/a Truist d/b/a Branch Banking and Trust Company as attorney in fact for  
SunTrust Bank  
as attorney in fact for SunTrust Bank**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

IN RE:	§	
	§	Case No. 19-42834
Muhammad Nasir Siddiqi,	§	
	§	Chapter
Debtor.	§	

**MOTION TO LIFT AUTOMATIC STAY REGARDING 2015 FORD F250 AND  
WAIVER OF 30 DAY HEARING REQUIREMENT**

**14-DAY NEGATIVE NOTICE – LBR 4001(a)**

**Your rights may be affected by the relief sought in this pleading. You should read this pleading carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you oppose the relief sought by this pleading, you must file a written objection, explaining the factual and/or legal basis for opposing the relief.**

**No hearing will be conducted on this Motion unless a written objection is filed with the Clerk of the United States Bankruptcy Court and served upon the party filing this pleading WITHIN FOURTEEN (14) DAYS FROM THE DATE OF SERVICE shown in the certificate of service unless the Court shortens or extends the time for filing such objection. If no objection is timely served and filed, this pleading shall be deemed to be unopposed, and the Court may enter an order granting the relief sought. If an objection is filed and served in a timely manner, the Court will thereafter set a hearing with appropriate notice. If you fail to appear at the hearing, your objection may be stricken. The Court reserves the right to set a hearing on any matter.**

**TO THE HONORABLE JUDGE OF SAID COURT:**

**NOW COMES Truist d/b/a Branch Banking and Trust Company as attorney in fact for SunTrust Bank**, hereinafter called Movant, and, makes this, its Motion to Lift Automatic Stay against Debtor Muhammad Nasir Siddiqi pursuant to 11 U.S.C. § 362(d)(1) for cause, including by reason of a lack of adequate protection of Movant's rights as a secured creditor and, for grounds thereof, respectfully shows the Court the following:

1. On or about January 30, 2016, Debtor executed a Motor Vehicle Retail Installment Sale Contract ("Contract") in the principal amount of \$64,026.31 for the purchase of a 2015 Ford F250, VIN 1FT7W2BT6FED49630, ("Collateral") to be paid over 84 payments in the amount of \$859.699 beginning on March 15, 2016. A copy of the Contract is attached as **Exhibit A** and incorporated by reference. SunTrust Bank took a security interest in the Collateral under the Contract.

2. On or about January 30, 2016, SunTrust Bank obtained a first priority security interest in the Collateral. A copy of the Texas Certificate of Title is attached as **Exhibit B** and incorporated by reference.

3. On or about December 18, 2014, SunTrust Bank executed an Irrevocable Limited Power of Attorney that appointed Branch Banking and Trust Company as its attorney in fact related to the Collateral. By the virtue of the Irrevocable Limited Power of Attorney, Branch Banking and Trust Company is the holder of a secured claim against the Debtor. A copy of the Irrevocable Limited Power of Attorney is attached as **Exhibit C** and incorporated by reference.

4. Debtor is in default on their obligations to Movant in that they have failed to make their installment payments when due and owing pursuant to the terms of the Contract. The

payment posted was February 6, 2020. The next due payment was February 15, 2020. A copy of the Unsworn Declaration of Allisa Donze is attached as **Exhibit D** and incorporated by reference.

5. \$15,479.82 is the post-petition delinquency under the Contract as of August 3, 2021. **Ex. D.**

6. \$31,664.61 is the payoff under the Contract as of August 3, 2021. **Ex. D.**

7. Debtor is obligated to maintain physical insurance on the said vehicle. Movant demands proof of, and maintenance of, insurance on the Collateral, listing Truist d/b/a Branch Banking and Trust Company as attorney in fact for SunTrust Bank as loss-payee and otherwise acceptable to Movant on the policy. If the Collateral is uninsured, it constitutes cause to terminate the automatic stay.

8. Movant asks the Court to lift the Automatic Stay as it pertains to the vehicle set out herein, and allow Movant to pursue its remedies under state law or, in the alternative, provide adequate protection to ensure that the Movant's interests are properly preserved.

9. The provision of Federal Rule of Bankruptcy Procedure 4001(a)(3) should be waived and Movant be permitted to immediately enforce and implement any order granting relief from the automatic stay.

**WHEREFORE, PREMISES CONSIDERED,** Movant prays the Court enter an Order terminating the automatic stay to permit Movant to exercise its state law remedies pursuant to the terms of the Retail Installment Sale Contract attached hereto. Movant further prays that the Court waive the provision of Federal Rule of Bankruptcy Procedure 4001(a)(3) and that Movant

be permitted to immediately enforce and implement any order granting relief from the automatic stay.

Respectfully submitted,

GODWIN BOWMAN PC

By: /s/ Sidney H. Scheinberg

SIDNEY H. SCHEINBERG

State Bar No. 17736620

Godwin Bowman PC

1201 Elm Street, Suite 1700

Dallas, TX 75270

Telephone: (214) 939-4501

Fax: (214) 527-3116

Email: SScheinberg@GodwinBowman.com

**ATTORNEY FOR MOVANT**

**TRUIST D/B/A BRANCH BANKING AND**

**TRUST COMPANY AS ATTORNEY IN FACT**

**FOR SUNTRUST BANK**

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the above and foregoing Motion to Lift Automatic Stay has been served on each of the following parties of interest via electronic notification or First Class US Mail on this August 31, 2021, as shown:

*Debtor's Attorney*

Eric A. Liepins  
Eric A. Liepins, P.C.  
12770 Coit Rd, Ste 1100  
Dallas, TX 75251

*Debtor*

Muhammad Nasir Siddiqi  
66701 Haven Hurst Ct.  
Allen, TX 75002

*Trustee*

Mark A. Weisbart  
The Law Office of Mark A. Weisbart  
12770 Coit Road, Suite 541  
Dallas, TX 75251

*U.S. Trustee*

U.S. Trustee  
110 N. College St., Suite 300  
Tyler, TX 75702

/s/ Sidney H. Scheinberg

SIDNEY H. SCHEINBERG